
Hiscox Fine Art Insurance
Policy wording





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General terms and conditions

WD-APC-UK-GTC(1)
18769 05/18

Introduction

Thank you for choosing to insure with Hiscox. Please read this wording, together with any endorsements and the schedule, very carefully.

If anything is not correct, please tell us or your broker as soon as possible.

We always try to deliver the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your schedule.

General definitions

Words shown in bold type have the same meaning throughout this **policy** and are defined below. Any extra definitions are shown in the section to which they apply.

Act of terrorism

An act, including using or threatening to use force or violence, which:

1. is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
2. is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amount insured

The most **we** will pay as shown in the **schedule**.

Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

European Union

The countries within the European Union, the **United Kingdom** and Gibraltar.

Excess

The amount **you** are required to pay as the first part of each agreed claim.

Period of insurance

The time for which this **policy** is in force as shown in **your schedule**.

Policy

This insurance document and the **schedule**, including any **endorsements**.

Schedule

The document showing **your** name, **your** address and **your** insurance details that **we** sent **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

We/us/our

The insurer named in the **schedule** in respect of each section of the **policy**.

You/your

The policyholder named in the **schedule** and anyone else identified as 'you/your' in the Special definitions of any section of this **policy**.

Our promise to you

We will:

1. cover **you** in accordance with the terms and conditions of this **policy** in return for the premium **you** pay; and
2. pay covered claims as quickly and efficiently as possible.

Your promise to us

You must:

1. take care when providing any information **we** ask for and ensure that it is true, accurate and complete. Tell **us** or **your** broker if this information changes. If **you** are in any doubt, please talk to **us** or **your** broker. **We** will tell **you** if a change in information affects **your** insurance; and

2. comply with the terms and conditions of this **policy**, including the terms of each section. If **you** do not, it may affect the validity of the **policy**, **our** ability to pay a claim or the amount **we** pay in respect of a claim.

How to make a claim

In order for **us** to deal with **your** claim **you** must:

1. tell **us** or **your** broker as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police as soon as possible;
2. not admit responsibility or make any offer of payment without **our** prior agreement;
3. send any correspondence regarding a claim to **us** or **your** broker if **you** have one, as soon as **you** can;
4. give **us** all the co-operation **we** need to investigate and resolve **your** claim, including providing evidence of the value of any items involved in a claim as well as any other relevant information and documents **we** may reasonably require;
5. allow **us** to take over and deal with the defence or settlement of any claim in **your** name, if **you** are being held responsible for causing an injury or damage to property; and
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment we have suffered as a result of **your** failure to comply with these obligations.

You must also comply with any other conditions contained within the specific sections of the **policy**.

Information you have given us

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| Reasonable care | 1. The information you give to us is important as we use this in setting the terms and premium for the policy . You must take reasonable care not to give us information that is untrue, incomplete or inaccurate. |
| Deliberately or recklessly given information | 2. Occasionally, we are deliberately or recklessly given false information. If this happens we will treat this policy as if it never existed and refuse all claims. You must repay any payments already made by us under the policy and we will not return the premium to you . |
| Carelessly given information | 3. If you acted carelessly when giving us your information, several things could happen: <ol style="list-style-type: none">a. if we provided insurance cover that we would not otherwise have offered, we will treat this insurance as if it had never existed. If this happens, we will give you back your premium and you must repay any payments already made by us under the policy;b. if we would have insured you on different terms, we will amend this policy retrospectively and apply these amended terms to all claims under the policy, including any claims you have already made; orc. if we would have charged you more premium if you had provided accurate information, you must pay us the difference between the premium we actually charged and the premium we would have charged. We may deduct this amount from any claim payment. |

Your obligations

You must:

1. always try to prevent accident or injury and protect **your** property against loss or damage;
2. keep **your** property in good condition and repair; and
3. arrange for urgent repairs to be undertaken as soon as possible, if such repairs are needed to prevent further damage.

If **you** do not, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

General conditions

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| Governing law | 1. Unless agreed otherwise in writing, this policy is governed by the law, and any disputes in relation to the policy will be dealt with in the courts, of the country within the United Kingdom in which your main residence is situated. If your main residence is not in the United Kingdom , the law and courts of England and Wales will apply. |
| The most we will pay | 2. When a claim is made, we will only ever pay up to the relevant amount insured . |
| Multiple insureds | 3. If more than one person is entitled to cover under the policy , the total amount we will pay following a claim will not exceed the amount we would be liable to pay to any one such person. Unless you have advised us otherwise, we will pay each person named in the schedule their respective share of such claim. |
| Fraudulent claims | 4. If any claim is in any way dishonest, exaggerated or fraudulent then we will: <ol style="list-style-type: none"> a. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim; b. tell you that we are terminating your policy and back-date the termination to the date of the fraud, dishonesty or exaggeration; c. refuse to make any payment under this policy in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and d. not return any premium. <p>If we have paid any claims after the date of any fraud, dishonesty or exaggeration, you must pay us back.</p> |
| Third parties | 5. No third party will have any right, or be able to enforce any term of this policy , under the Contracts (Rights of Third Parties) Act 1999 or any similar or successor legislation. This does not affect the rights or remedies available to a third party which exist apart from this Act. |
| Cooling-off | 6. a. If for any reason you feel that this policy is not right for you , you can cancel the policy within 15 days of insuring with us . If you have not made a claim, we will return your premium in full. |
| Cancellation by you | b. You can cancel the policy by notifying us at any time. If you cancel after the first 15 days and have not made a claim, we will return a pro-rata proportion of your premium. |
| | We will never charge you a fee for cancelling the policy . |
| Cancellation by us | 7. a. We may cancel this policy , but we will only do so for a valid reason and only after giving you at least 30 days' notice, which will be sent by recorded post to the correspondence address shown in your schedule .
This does not apply to the Motor physical damage or Motor third-party liability sections of the policy , where applicable. |
| | b. If we cover you under the Motor physical damage or Motor third-party liability sections of the policy , we may cancel those sections by giving you 14 days' notice, which will be sent by recorded post to the correspondence address shown in your schedule . |
| | If we cancel the policy or any section of the policy for any reason, we will return a pro-rata proportion of your premium, provided you have not made a claim. |
| Premium instalments | 8. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 15 days after the due date, we may cancel the policy . We will contact you before we cancel your policy in order to give you the opportunity to pay any premium due to us . If the policy is cancelled, the period of insurance will equate to the period for which premium instalments have been paid to us . We will confirm the cancellation and amended period of insurance to you in writing. |
| Renewal | 9. We will write to you or your broker if you have one, at least 21 days in advance of your renewal date with our offer to renew, or to give you plenty of time to make other arrangements if we are unable to renew your policy . The renewal offer will include the premium and any changes in the terms and conditions for the next period of insurance |

which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically, **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your policy**.

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| Premium payment | <p>10. We will not make any payment under this policy unless you have paid the premium due to us.</p> <p>If you make a claim under the policy, we will keep the premium that is due to us. If you pay your premium by instalment we will ask you to either continue paying your premium by instalment or we may deduct any outstanding instalment from any claim payment we have agreed to make.</p> |
| Cover under multiple sections | <p>11. Where you, or anyone else entitled to cover under the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p> |

What is not covered

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

We do not cover any claim, loss, damage or liability:

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|---------------------------|---|
| Deliberate acts | 1. arising out of a deliberate or dishonest act by you or anyone acting on your behalf. |
| Terrorism | <p>2. directly or indirectly due to:</p> <p>a. biological or chemical contamination; or</p> <p>b. any failure in the supply of gas, water, electricity or phone service to your home; which is caused by an act of terrorism.</p> |
| Nuclear and radiation | 3. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination. |
| War | 4. directly or indirectly due to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power. |
| Confiscation by authority | 5. directly or indirectly due to your property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority. |
| Other insurance | 6. that would be covered under another insurance if this policy did not exist. However, we will pay the amount exceeding the cover available under that other insurance. |
| Computer error and virus | 7. directly or indirectly due to the loss or distortion of information resulting from computer error or malfunction or computer virus. |

Claims promise

We pride ourselves on offering a service that is fast, efficient and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up-to-date.

We can only keep this promise if **your** bank is in the **United Kingdom** and if **you** give **us** **your** bank details at the time **you** accept **our** offer. **We** can then transfer the money into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

Fine art

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The General terms and conditions and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to **you** or for which **you** are legally responsible, including:

1. furniture;
2. paintings, drawings, etchings, prints and photographs;
3. tapestries and rugs;
4. manuscripts;
5. porcelain and sculptures;
6. stamps or coins
7. gold, silver, and gold- and silver-plated items;
8. clocks and barometers;
9. books;
10. wine;
11. dolls and toys;
12. memorabilia;
13. medals and militaria;
14. furs and guns.

We do not include jewellery, watches, gemstones, krugrand, gold bullion and precious metals held as commodities within this definition.

What is covered

Art and collections

We will cover **your art and collections** against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

Additional cover

We will also provide **you** with the following cover up to the corresponding **amount insured**:

New possessions

We will increase the total **amount insured** by up to 25% to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 90 days of acquisition and pay any extra premium due.

Death of the artist

We will increase the **amount insured** for any item listed in the specification by up to 100% if the artist dies during the **period of insurance**. **We** will only do this for the six months immediately following the death of that artist and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any physical loss or physical damage **we** have agreed to pay. **You** must be able to prove the increased value if **you** make a claim for that item.

We will also reimburse **you** for any costs or expenses **you** have paid but are unable to recover on works of **art and collections** commissioned by **you** which remain incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

If **you** are unable to provide evidence of the costs or expenses that are legally due to **you** or a professional valuation or purchase receipt and proof of increased value then this extension will not apply.

Defective title

If, during the **period of insurance**, someone claims that an item of specified **art and collections** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification if this is less. **We** will only do this if **you**:

1. bought the item during the period that the **art and collections** have been insured with **us**;
2. tell **us** about the claim during the **period of insurance**; and
3. made reasonable enquiries about the item's provenance before **you** bought it.

We do not cover any items **you** inherit or that were given to **you**.

What is not covered

We do not cover:

1. loss or damage caused by wear and tear, rust or oxidation, moth or vermin, inherent defects, warping or shrinkage, or anything which happens gradually.
2. mechanical or electrical faults or breakdown.

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim, along with any limits for any item, pair or set. This amount will be shown as an **amount insured**.

We will not pay the cost of preparing a claim.

Excess

Your schedule will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**.

Specified items of your collection

Items, pairs or sets worth more than £50,000 each must be specified individually. Any items that have not been individually specified will be covered as unspecified items.

The most **we** will pay is the corresponding **amount insured** for each specified item in the specification agreed by **us** and held by **us** or **your** insurance broker.

If the item is partly damaged, **you** may decide whether **we** repair, replace or pay the loss in value of the damaged item.

Professional valuation

If:

1. any specified item has had a professional valuation carried out within the last three years; and
2. the values in the specification agreed by **us** and held by **us** or **your** insurance broker reflect this valuation,

we agree to cover these items on an increased value basis.

This means **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification.

The most **we** will pay for the increase in value is:

1. an additional 25% of the value shown for that item in the specification; or
2. £100,000 in total for each incident of loss.

whichever is the lower.

Loss in value

If **we** repair any damaged specified item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification agreed by **us** and held by **us** or **your** insurance broker.

Destruction

If any specified item is lost or destroyed, **we** will pay the value shown for that item in the specification agreed by **us** and held by **us** or **your** insurance broker.

Unspecified items of your collection

For items that are not specified, **we** will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement, **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

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